



**Invitation for Bid 777-07
Eight Each, Ford Escapes, Hybrids**

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TOWN OF BLACKSBURG, VIRGINIA
141 Jackson Street
Blacksburg, VA 24060
(540) 961-1140/39 951-4381
Fax (540) 961-1514
bpreas@blacksburg.gov

FORMAL INVITATION FOR BID

BID TITLE: Eight Each, 4X4 Hybrid Ford Escapes,	BID NUMBER IFB777-07
ISSUE DATE: October 8, 2007	BID OPENING DATE AND TIME: October 29, 2007 3:00 pm
REQUIRED BY: State best delivery time – will be an evaluation factor	DELIVER TO: 2700 Prosperity Road, Blacksburg, Virginia
LAST DATE FOR WRITTEN, TECHNICAL QUESTIONS: October 19, 2007	DATE ADDENDA WILL BE POSTED ON THE TOWN'S WEB SITE: October 22, 2007
BID BOND REQUIRED: none required	PRE-BID MEETING: None
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The Town of Blacksburg, Virginia is requesting sealed bids for a eight each, new, unused, hybrid Ford Escapes.

Individuals with disabilities who require assistance or special arrangement in order to bid, please contact us. We require that you provide at least 48 hour notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance which may be required for your participation

The Town shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors and reserves the right to waive informalities and irregularities and to accept or reject any or all bids.

Bonnie B. Preas, CPPO, CPM
Purchasing Manager

GENERAL TERMS & CONDITIONS

1. ENVELOPE IDENTIFICATION: The signed Bid Form and all other required documents must be returned in sealed envelope. The Bidder shall clearly mark on the **outside** of the envelope, SEALED BID, include the bid number and subject, bid opening date and time, and the bidder's complete mailing address, and Contractor's State License Number (if applicable), Class of License, and Expiration Date.

The Town will not be responsible for premature opening or late arrival of bids improperly addressed or identified. If a bid is mailed in an envelope, not as specified, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. The Town reserves the right to declare such a bid as non-responsive. Sealed bids may be hand delivered to the designated location.

2. BID SUBMITTAL: Bids must be delivered to the Town of Blacksburg Purchasing Office, 141 Jackson Street, Blacksburg, Virginia 24060 by the stated opening date and time. Two copies of your bid are required.

3. BID OPENING: Bids shall be publicly opened and read aloud in the presence of one or more witnesses at the time and place designated. The amount of each bid, together with the name of each bidder, shall be recorded. The record on each bid shall be open to public inspection.

No statement or notation whatsoever, written, printed, typed or otherwise set out on any bid envelope, including any addition or deduction in contract price, shall be recognized or considered in the review and tabulation of any bid or offer or for any other purpose.

4. MISTAKES IN BIDS.

Correction: Except as herein provided, no plea or claim of mistake shall be available to a bidder for recovery of any deposit or security required to be paid or posted or as a defense in any legal proceeding for the failure, neglect or refusal of the bidder to (1) execute a contract that has been awarded by the Town, (2) accept a purchase order issued by the Town to a bidder in response to a bid submitted by such bidder, or (3) perform in accordance with the terms, specifications and conditions of a contract.

a. Mistakes Discovered Before Opening. A bidder may correct mistakes discovered before the time and date set for receipt of bids by withdrawing and replacing or by correcting the bid.

b. Mistakes Discovered After Opening But Before Award

Informality. An informality is a minor defect or variation of a bid or proposal from the exact requirements of the Invitation for Bids, or the Request for Proposal, which does not affect the price, quality, quantity, or delivery schedule for the goods, services, or construction being procured (*Code of Virginia*, § 2.2-4301). The procuring Town may, in its sole discretion, waive such informalities or permit the bidder/offeror to correct them, whichever procedure is in the best interest of the Town. Examples include the failure of a bidder/offeror to:

Return the number of signed bids/proposals required by the solicitation.

Sign the face of the bid/proposal in the space provided, but only if the unsigned bid/proposal is accompanied by other signed documents indicating the bidder's/ offeror's intent to be bound.

Acknowledge receipt of an addendum to the solicitation, but only if it is clear from the bid/proposal that the bidder/offeror received the addendum and intended to be bound by its terms, or the addendum involved had a negligible effect on price, quantity, quality, or delivery.

c. Judgment Errors. Bids may not be withdrawn if the mistakes are attributable to errors in judgment, nor may such mistakes be waived or corrected.

d. Nonjudgmental Mistakes

Mistakes Where the Intended Correct Bid is Evident. If the mistake and the intended correct bid are clearly evident in the bid document, the bid shall be corrected to the intended correct bid and may not be

withdrawn. Examples of mistakes that may be clearly evident in the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

e. **Mistakes Where the Intended Correct Bid is Not Evident.** A bidder may be permitted to withdraw a low bid if a mistake is clearly evident from the bid documents submitted by the bidder and/or a comparison with other bids.

f. **Mistakes Discovered After Award.** Bids containing mistakes shall not be corrected or withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in a bid or resulting contract shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a bidder as a result of the breach or nonperformance of such contract or purchase order.

5. PRICING ERRORS: In case of an error in price extension, the firm fixed unit price shall govern

6. WITHDRAWAL OF BID DUE TO ERROR:

A Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The Bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and submit bid "work papers" with said notice.

No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

7. DENIAL OF WITHDRAWAL OF BID. If the Town denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. The decision denying withdrawal of a bid shall be final and conclusive unless the bidder appeals the decision within ten days after receipt of the decision.

8. BID BOND OR GUARANTEE: None required

9. PERFORMANCE AND PAYMENT SECURITY: None required.

10. LIQUIDATED DAMAGES: Does not apply.

11. STATE CORPORATION COMMISSION: Vendors submitting as corporations **MUST** be licensed through the Virginia State Corporation Commission as corporations authorized to business in Virginia

12. INSURANCE

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$2,000,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Town must be named as additional insured when requiring a Contractor to obtain Commercial General Liability coverage. If this bid is for parking facilities and garages for motor vehicle maintenance contracts, the following coverages are to be included - Products, Completed Operations Coverage and Garagekeeper's Liability.)
4. Automobile Liability - \$1,000,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

By signing and submitting a bid for this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage **at the time the work commences**. Additionally, it will maintain these during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

A thirty-day written notice of cancellation or non-renewal shall be furnished by certified mail to the Purchasing Agent at the address indicated on the solicitation.

13. LICENSE REQUIREMENT: All firms having a business location or office in the Town of Blacksburg and out of town construction contractor's are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance and the BPOL license number must be indicated on the bid form. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL tax should be directed to the Finance Department, telephone number (540)961-1108

14. QUALIFICATIONS: The Bidders shall provide the names, addresses and telephone numbers of at least three (3) other firms or government agencies for whom a similar type of work has been performed in the past twelve (12) months. **BIDDERS MUST COMPLETE AND RETURN THE REFERENCES FORM.**

The Town of Blacksburg will consider, in determining the qualifications of a bidder, his record in performance of any contracts for the services into which he may have entered with the Town or with other public bodies or corporations; and, the Town of Blacksburg expressly reserves the right to reject the bid of such bidder, if such record discloses that said bidder, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

The Town of Blacksburg will make an investigation as to the ability of the bidder to perform the work. The Town of Blacksburg reserves the right to reject any bid, if the evidence submitted by, or investigation of bidder, fails to satisfy the Town that such bidder is properly qualified by experience and financial status to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Town reserves the right to inspect bidder's facility, **PRIOR TO AWARD**, to satisfy questions regarding the bidder's capabilities.

15. AWARD CRITERIA: The Town reserves the right to accept or reject all or any part of the bids, waive minor technicalities or informalities and award the Contract to the responsible Bidder presenting the best value to the Town.

In order for the bid to be considered for award, all requested information on all the required forms should be provided. Bidders should review the documents prior to submission to insure that there are no omissions or blanks.

In determining best value, in addition to the price, the purchasing agent shall consider:

The ability, capacity and skill of the bidder to perform the contract or provide the service required.

Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.

The character, integrity, reputation, judgment, experience and efficiency of the bidder. The quality of performance of previous contracts or services.

The previous and existing compliance by the bidder with laws and policies relating to the contract or service.

The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

Timeliness – delivery will be an evaluation factor.

The ability of the bidder to provide future maintenance and service for the use of the subject of the contract and costs involved, including transportation and related costs to service facilities.

The number and scope of conditions attached to the bid.

It should be noted that the Town's fleet is predominantly Ford vehicles. For this reason we are requesting the Escapes. The Town shall use 'best value' practices in determining bid award. Best value includes considering costs to stock different parts, costs to purchase different diagnostic equipment/upgrades, future maintenance and warranty costs, including travel time and fuel, to a particular dealer and training of vehicle mechanics.

If any bidder is a resident of any other state and such state under its laws allows a resident contractor of that state preference, a like preference may be allowed to the lowest responsible bidder who is a resident of Virginia.

In the event that the Total Base Bid from the lowest responsible bidder exceeds available funds, the Owner may negotiate the Total Base Bid amount with the apparent low bidder to obtain a contract price within available funds

16. MULTIPLE AWARDS: The Town reserves the right to award multiple contracts for all of the specified item(s) or service(s) described by the invitation for bid to more than a single responsive and responsible bidder. Multiple contracts may also be awarded to the lowest responsive and responsible bidder for each required good, service, or equipment, described by the invitation for bid

17. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award, the Town will post such Notice on the bulletin board in the Purchasing Office area for a minimum of ten days.

18. PROTEST OF AWARD: Any bidder desiring to protest the award or decision to award this contract shall submit such protest in writing to the Purchasing Agent within ten days after public notice of award or the announcement of the decision to award, whichever occurs first.

19. CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should notify, **in writing**, the Purchasing Agent **BY THE DATE SHOWN ON THE COVER PAGE**. Revisions to the solicitation will only be made by addendum issued by the Purchasing Office. The town reserves the right to answer the questions in writing, by voice telephone, or by fax and will supply the same information to all known prospective bidders

20. ADDENDA: All addenda will be posted on the Town's web site – www.blacksburg.gov/bid.php. All such addenda shall become a part of the solicitation documents, must be addressed in the bid and shall become a Contract Document. The Town accepts no liability for late nor non-receipt of addenda.

21. BIDDING SCHEDULE: See first page of Invitation for Bid Form for bidding schedule.

22. PROGRESS SCHEDULE: A Notice of Award shall be issued, by the Purchasing Office, within five (5) working days of the decision to award.

The successful bidder shall return a performance bond, in 100% of the contract price and required insurance certificate to the Purchasing Agent within ten days.

In case of the failure of the Bidder to furnish the required forms, the Owner may consider the Bidder in default, in which case the Bid Bond shall become the property of the Owner.

The Owner within ten days of receipt of these documents will issue a purchase order. The purchase order is a contract which includes the Owner's Invitation for Bid, the Owner's terms and conditions, the bidder's offer, and any addenda issued.

23. CONDITIONAL BIDS: A conditional or qualified bid shall not be accepted.

24. ACCEPTANCE OF BIDS: Bids submitted shall be binding for sixty (60) calendar days following the bid opening date, unless extended by mutual consent of all parties.

25. CHANGES, ADDITIONS, DELETIONS: No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted without the prior written approval from the Purchasing Office of the Town of Blacksburg.

26. PROPRIETARY INFORMATION OR TRADE SECRETS:

Offerors are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Offeror shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is needed.** Furthermore, the Offeror shall submit proprietary information under separate cover, and the Owner reserves the right to submit such information to the City Attorney for concurrence of the Offeror's claim that it is in fact proprietary. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

27. QUANTITIES: The Town does not guarantee any minimum or maximum quantities. Quantities as specified are approximate and are prepared for the solicitation. The Town reserves the right to add or delete quantities.

28. DELIVERY: Delivery/Completion time is of the essence. Bids must show number of days required to complete the work. Failure to state delivery time obligates Bidder to complete delivery within the specified time frame. This information should be stated even though a delivery date/schedule is contained in the solicitation. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promised without valid reason shall constitute a default and may cause removal from bid list. Unless otherwise specified, shipments shall be FOB Destination, Inside Delivery.

29. DEFECTIVE ITEMS: Items delivered which are defective will remain the property of the Bidder until the defect(s) have been corrected or replaced to the satisfaction of the Town. Unaccepted material shall be returned to the Bidder at the Bidder's expense.

30. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

31. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the bid or delivery for each chemical and/or compound offered and/or purchased. Failure on the part of the Bidder to submit such data may be cause for declaring the bid as non-responsive.

32. NON APPROPRIATION: Should funding not be available for subsequent years and this purchase is of a term contract nature, then any contract entered by the Town shall be declared null and void at the end of the then current fiscal year.

33. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Town.

34. BIDDER'S RESPONSIBILITY: Bidders shall examine the Contract Documents and shall exercise their own judgment as to the nature and total amount of all work to be done. No plea of ignorance of conditions that exist or that may later exist, or if conditions or difficulties that may be encountered in the work as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation

35. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

36. TAX EXEMPT: The Town is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate shall be furnished upon request. The Town's Federal Tax ID number is 54-6001146.

37. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public Town is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable

and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any Town of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Town and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

38. VALID CONTRACT: In order for any contract document entered into with the Town of Blacksburg to be valid, it must be executed by an authorized person as defined in Chapter 2, Article V of the Code of the Town of Blacksburg, Virginia.

39. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Blacksburg, after due written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Blacksburg may have.

40. TERMINATION BY OWNER FOR CONVENIENCE:

a. Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination. Upon such termination, the Contractor shall immediately cease Work. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

1. All amounts then otherwise due under the terms of this Contract,
2. Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Certificate for Payment through the date of termination,
3. Reasonable compensation for the actual cost of demobilization (if any) incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.

41. LAWS AND REGULATIONS: The Contractor shall give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the work.

The contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the “right to work”, and all Contractors and Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to this project shall comply with all of the said provisions.

The Contractor shall furnish the Town copies of affidavits upon request giving the original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the project site under this contract, if applicable.

The provisions of all regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

42. APPLICABLE LAWS AND COURTS: Any Town contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Montgomery County, Virginia. The Contractor shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and regulations of the Town of Blacksburg and such other standards, codes, and regulations having application to the goods or services provided.

43. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town of Blacksburg, whichever is sooner. The Town, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the said materials during said period.

44. AWARD: The contract shall be awarded to the responsive bid submitted by the lowest responsible bidder. Unless canceled or rejected, a responsive bid from the lowest responsible shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, and if, time or economic considerations preclude resolicitation of work of reduced scope, the Town Manager or his designee may negotiate with the apparent low bidder to obtain a contract price within available funds. If both conditions set forth in the preceding sentence are not met, the Town shall not have the power to so negotiate.

45. ANTI-TRUST: By entering into a contract the Bidder conveys, sells, assigns, and transfers to the Town of Blacksburg all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Blacksburg under the contract.

46. TIE BIDDING: Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent or designee and/or investigation for Anti-Trust violations.

47. ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 11-72 through 11-80 of the Virginia Public Procurement Act as set forth in the Code of Virginia(1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Blacksburg. A copy of these provisions may be obtained from the Purchasing Office upon written request.

By submitting their bids, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

48. DEBARMENT STATUS: By submitting a Bid or by the acceptance of a Town of Blacksburg Purchase Order, all firms certify that they are **not** currently debarred from doing business with or in the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from doing business with or in the Commonwealth of Virginia.

49. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E). The Town does not discriminate against faith based organizations.

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- . During the performance of this contract, the contractor agrees as follows:
In every contract over \$10,000 the provisions in 1. and 2. below apply:
- . During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

50. INDEMNIFICATION: The Bidder shall indemnify, defend and hold harmless the Town of Blacksburg, VA, its officers, officials, agents and employees from any claim, damages, injury, or death and action of any kind, whether at law or in equity, arising from or caused by the use of any materials, goods or equipment of any kind or nature furnished by the Bidder or any services of any kind or nature furnished by the Bidder. This undertaking shall not apply to damage, injury or death suffered in the performance of a construction contract caused by or resulting solely from the negligence of the Town, its agents or employees attributable to the sole negligence of the Town, its agents or employees.

51. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986

52. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such

prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

53. COOPERATIVE PROCUREMENT: Other public bodies and agencies within the Commonwealth of Virginia may utilize this bid and subsequent contract award if the vendor is in agreement.

54. COPYRIGHT: No vendor may copyright any work contracted for by the Town and produced for the Town without the prior written consent of the Town.

55. OWNERSHIP OF ARTWORK, NEGATIVES AND OTHER SUBMITTED INFORMATION: All artwork, negatives, dies, overlays, or similar materials used to print a job shall be the property of the Town and must be returned to the Town upon completion.

Ownership of all data, materials, plates, die, and documentation originated and prepared for the Town pursuant to a solicitation shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

56. INTELLECTUAL PROPERTY: The Bidder agrees to assign to the Town all worldwide right, title and interest in and to all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, programming, codes and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; models; drawings; created by the Bidder for the Town pursuant to this Contract. The parties agree that works created by the Bidder for the Town pursuant to this Contract are “works for hire.”

57. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- (iii) non visual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network Services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (1) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

58. CONTRACTUAL DISPUTES: All claims which may arise under this agreement shall be resolved through the procedure set forth in Blacksburg Town Code section 16-506 “Contractual Disputes

The contract entered into by the parties shall consist of this Invitation for Bid, the bid submitted by the Contractor, the Town of Blacksburg's Contract or Purchase Order, any change orders issued, addenda, all of which may be referred to as the Contract Documents.

SPECIFICATIONS FOR EIGHT EACH, 4X4, HYBRID FORD ESCAPES

Complete the below form and return with your bid submittal. Deviations discovered after bid award or vehicle receipt, not stated on this bid form, will be grounds for disqualification and nullification of order.

SPECIFICATION	COMPLY	DEVIATE
Four door		
4x4		
Cloth seats		
Fog lamps		
Aluminum Wheel		
Power Driver Seat		
2.3L I4 engine		
.ECVT auto transmission		
P235/70R16 BSW tires		
AM/FM radio		
Factory air conditioning		
Power steering		
Brakes-anti lock brake system. Braking system shall be capable of producing electricity to assist with battery recharging when the brakes are applied.		
Tilt steering wheel		
Power door locks		
Cruise Control		
Jack & lug wrench		
Spare tire		
Driver & passenger front airbags & side air curtains and front side impact airbags.		
Manufacturer's standard seat belts		
Manufacturer's standard wheel cover/hub cap		
Intermittent windshield wipers		
Electric rear window defroster		
Approximate 103" wheelbase		
Vehicle delivered complete, ready for operation, with 30 day tags and Certificate of Origin		
Two sets, service manuals. One set, owner's manual.		
These specifications cover new equipment of current manufacture, which will meet or exceed the following requirements.		
Standard Equipment -The vehicles offered shall include all of the manufacturer's standard equipment for the vehicle model offered in addition to the items required by the specifications.		
Color – Exterior: white; Interior: any dark, muted color – gray, black, navy, etc.		

DELIVERY:

Delivery is required as soon as possible. Bidders shall state the number of days in which they will guarantee delivery after receipt of order. This will be an evaluation factor.

BID FORM

Bid 777-07 Eight Each, 4x4 New, Unused Hybrid Ford Escapes

In Compliance with your Invitation for Bid, the undersigned hereby proposes to furnish the product, in strict accordance with the specifications, including all addenda hereto, in consideration of the price as set forth below.

Unit Cost: _____

Total Cost (eight each) _____

Make/Model/Year _____

Delivery within _____ days of purchase order issuance.

Warranty: _____

Color: _____

Factory Authorized Service Available within 24 hours at the Town of Blacksburg site.

YES _____ NO _____

Location of nearest service facility, factory authorized to perform warranty and repair work:

A Certificate of Origin must be delivered with the vehicle purchased by the Town disclosing the following information. Failure to provide the certificate at time of vehicle delivery may result in refusal of the vehicle by the Town: Year/Make/Model/Body Type/State/GVWR/GCWR/Empty Weight/Gross Weight/VIN/Number of Axles/Fuel Type/Color/Odometer Statement.

The Bidder acknowledges receipt of addenda (if any)

_____ dated _____
_____ dated _____

Company _____ Date _____

Authorized Signature _____

Business Address _____

Phone _____ Fax _____ E-Mail _____

Terms: Net 30; Prompt Payment Discount: _____% Net _____ days

List any deviations to specifications

REFERENCES

Note: Please list below three references for whom you have performed similar work and return with your bid submittal. Please be sure to include E-mail address if possible.

COMPANY

CONTACT PERSON

ADDRESS

TELEPHONE, FAX, E-MAIL

COMPANY

CONTACT PERSON

ADDRESS

TELEPHONE, FAX, E-MAIL

COMPANY

CONTACT PERSON

ADDRESS

TELEPHONE, FAX, E-MAIL